

Drug Employees Co-Operative Housing Society Ltd, Thane

(Regd No: TNA/HSG/1563 of 1983)

1st Pokharan Road, Jekegram P.O, Thane (W) – 400606

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Date of Circulation of MOM: 16.01.2023

The meeting of the Special General Body of the society conducted on Sunday 11th December 2022 at 04:00PM was postponed for 30 minutes for want of quorum. The meeting commenced at 4:30PM, a total of 76 members attended the meeting. The entire meeting is video recorded.

The Secretary read out the agenda of the meeting as circulated in the Notice issued on 04.12.2022. The agenda being:

1. To place, discuss, finalize & approve the Tender Document for redevelopment of society by passing all necessary resolutions.
2. To authorize the managing Committee to publish the approved tender document vide public notice.

The Secretary mentioned that the draft tender document was circulated in the month of September 2022 and the same was discussed by the General Body in the AGM dtd 25.09.2022 & necessary resolution was passed. During the said AGM, few members opined that more time was required by members to read, analysis and may be offer their suggestion regarding the tender. Considering the festive season and other anticipated delays, it was decided that the tender draft would be finalized after giving sufficient time and a SGB Meeting of the society would be called for the same, accordingly this meeting is called on the 11th Day of December 2022 ie. after 2 months which is sufficient time for the members to revert with suggestions if any. The Secretary mentioned that interested members did approach the society office, offered notes, engaged in due deliberations and suggested changes in the draft which will also be discussed here. Valuable suggestions offered by members, found to be appropriate has been considered and incorporated in the draft. The draft was discussed and finalized by the Project Management Consultant (PMC) pursuant to joint discussions/meetings with Managing Committee & Redevelopment Working Committee. (MC/RWC).

The Secretary on behalf of the General Body of the society welcomed Architect Sameer Shinde and Mr Jayesh Patel of the Project Management Consultant M/s One Arch Consultants Pvt Ltd.



The Secretary now placed before the General Body the letters dtd 10.12.2022 signed by Member A N Mhatre & 15 other members & 18.01.2022 received from 12 members. The Secretary explained that the latest letter i.e dtd 18.01.2022 alleges that the MC is in continuous violation of the regulations/directives for redevelopment, whereas the letter dtd 10.12.2022 with similar contents also includes matters which are sub judice before the Hon'ble High Court of Bombay and beyond the scope of the agenda mentioned/ circulated for this meeting. Therefore only the para wise allegations in letter dtd 18.01.2022 will be dealt with in this meeting.

Para (A) Regarding allegation that MC changed the appointment of PMC M/s Esthete Architects & Consultants and illegally appointed M/s One Arch Studio Consultants on their own decision without passing any resolution in any SGBM is completely false and against the facts. The Secretary explained that in the SGB Meeting on 17.10.2021 the letter dtd 14.10.2021 of Architect Sameer S Shinde was placed before the General Body wherein he had informed that they are in the process of forming a Private Limited Company for all future projects and requested that, if selected by the society, the appointment letter be issued in the name of the Private Limited Company which will be informed upon incorporation/ registering with Registrar of Companies (ROC) vide the Company Act 2013. The General Body of the society has allowed this request of Architect Sameer S Shinde and resolved to

“Resolution No.2 It is resolved by way of voting to appoint Esthete Architects & Consultants (or the duly registered Private Ltd Company) as Project Management Consultant for the redevelopment project of the society for an approved amount of Rs 2,10,000/- (excluding GST).

Thereafter, the above said resolution was confirmed in the SGB Meeting of the society conducted on 14.02.2022. The PMC One Arch Studio Consultants had submitted the feasibility report which was accepted by the General Body of the society in its SGB Meeting dtd 14.02.2022. Hence the issue stands resolved.

Para (B) Regarding creating a website, the Secretary explained that the same will be done and all requisite documents/notices/orders and Minutes of the SGB Meeting will be uploaded to this site. The General Body was in unanimous consent for the same.

Para (C) Regarding discrepancies in parameters of the scheme and allegation that the PMC is an agent of the developer, the same was explained by Architect Sameer Shinde. As per PR Card the area is 9464.63 sqmtrs however the society had got a measurement done by CTSO Department and the area was found to be less than the area mentioned in the PR Card. These stringent areas were



considered for feasibility working since as per the procedures of the planning authority, the area in property card, area in possession or area as per the plans on record whichever is lesser will be considered for FSI Calculation at approval stages. The Architect explained that the available data as per records only can be considered while working out the feasibility. Further it is decided that the developer of the scheme will be selected by following a bidding process as mentioned in the tender as such there is no substance in the vague & baseless allegations of the members w.r.t the PMC being the agents of the developer.

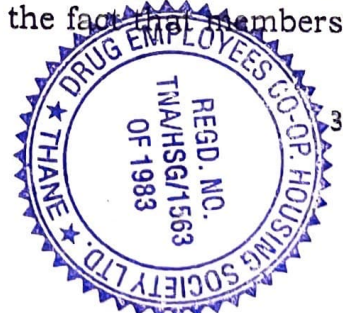
Para (D) Regarding alleged manipulation of minutes of SGBM and stating that passing of feasibility report was not approved by majority, is a false submission. The SGBM for approval of feasibility report was conducted on 14.02.2022. Few members by their own choice left the SGBM at around 9:30PM without the meeting being concluded and the same is on record. The meeting continued and ended at 10:30 PM with resolution being passed. Hence the submission vide letter dtd 18.01.2022 cannot be accepted.

Para (E) Regarding physical attendance by 2/3rd members in the SGB for redevelopment and the presence of the office of the DRS, Thane, the Secretary explained that as per the Government directives of 4th July 2019 the same is only required at a stage when the SGBM will be conducted for appointment/selection of developer. Hence the submissions of members vide letter dtd 18.01.2022 cannot be accepted.

Para (F) Regarding consent letter of each and every member to be taken in writing and approved as affidavit in presence of DRS, Thane, the secretary explained that the same is again required at a later stage when the SGBM will be conducted for appointment/ selection of developer. Hence the submissions of members vide letter dtd 18.01.2022 cannot be accepted.

The members were in consented opinion that the letter should be recorded and the SGB meeting be continued. The Secretary explained that as per the above said directives the Tender draft has to be approved by the MC in its meeting and not the SGB meeting. However this exercise of finalizing the tender document in the SGBM is being carried out to maintain complete transparency. Members are at liberty to discuss question and clear all ambiguities before proceeding.

Further the Secretary requested Architect Sameer Shinde to preside and explain the technical backdrop of the scheme and the tendering procedures. Architect Sameer Shinde acknowledged and appreciated the fact that members



have gathered in numbers for this SGBM. The Architect explained in detail the highlights of the tender document by ways of power point presentation. The tender is not a contract tender but a tender for redevelopment and therefore the scope of work of the bidder is preset and included. Further the procedures for bidding and further action for successful redevelopment were explained as below:

The Sets of Detailed Tender Document will be kept available in the Society office for a stipulated period during the office hours, and the same can be purchased on payment of non-refundable Document fee. The tender is in 02 (two) parts Original 'Technical Bid and Commercial Bid' along with the duly signed detailed Tender Document. The TECHNICAL BID shall include the separate Technical Bid document (Duly filled in, signed and stamped) along with the description of the Developer in the formats prescribed therein. All this shall be submitted in a single sealed envelope numbered as Envelope No. 1 titled "Technical Bid for Proposed Redevelopment."

The COMMERCIAL BID shall comprise the separate Commercial Bid Document (Duly filled in, signed and stamped), along with separate typed Brief Write-ups, if, as and wherever instructed therein. All this shall be submitted in a single sealed envelope numbered as Envelope no. 2 titled "Commercial Bid for Proposed Redevelopment. Both the envelopes i.e. Envelope No. 1 and Envelope no. 2, along with this Detailed Tender Document (Duly signed and stamped on every page) and Demand Draft/Pay Order of the EMD of Rs. 25,00,000/- shall be submitted together in a separate larger envelope numbered as Envelope no. 3 titled "TENDER for Proposed REDEVELOPMENT OF DRUG EMPLOYEES CO-OP. HSG. SOCIETY LTD, Thane." A DUPLICATE of the total set, as described above, shall be submitted in the similar manner as above, separately along with the above at the same time.

Society shall open the sealed tenders at the Society Premises in the presence of Managing Committee Members, Redevelopment Working Committee, interested Members of the Society, PMC and Tenderers / Bidders (1 representative only) who wish to be present. The Envelope no. 3 of all the Bidders shall be opened first. Envelopes/Offeres submitted without EMD, or offers submitted with EMD in form of Cheques, shall be rejected outright, as non-responsive bids. The Technical Bids or the Commercial Bids of such Bidders shall not be opened at all. This shall be declared and recorded. Envelope no. 1 of the accepted bidders shall be opened next. The contents of each envelope shall be verified against the checklist prepared by the PMC. Once this verification is

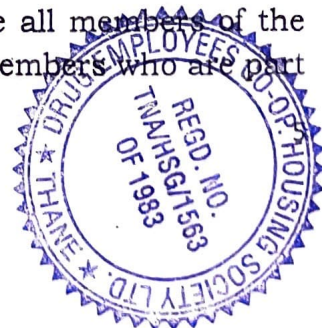


complete, the said checklist shall be signed by the PMC, the MC/RWC and the representatives of the accepted bidders. The envelopes containing the original set of submissions of accepted bidders shall be handed over to the PMC for further scrutiny and assessment, whereas, the envelopes containing the Duplicate set shall be retained by the Society. The commercial bids of the Developers who do not satisfy the prerequisites mentioned in Technical Bid will not be considered. The tenders which do not fulfill any or all of the above conditions or are incomplete in any respect are liable to be summarily rejected. The Total number of submitted bids shall be counted, declared, recorded, and displayed on the Notice Boards for information of the members.

The PMC thereafter shall carefully study all the documents submitted by the eligible Developers in their offers, which will take about a month to verify the details and based on this, shall enlist in a descending order, all the eligible Developers on the basis of their score. This score shall be based upon the criteria and respective weightage allocated to the criteria/head prepared. The Developers, thus shortlisted after scrutiny, shall be given a chance to give a Presentation to showcase their credibility and capability in the Special General Body Meeting. The PMC along with the MC / RWC may visit the completed and ongoing construction sites of these probable short listed Developers. The society members, in a Special General Body Meeting (SGBM), shall select the final Developer for the said Redevelopment. This SGBM shall be conducted in presence of Dy. Registrar (DDR) of Co-operative Housing Societies, Thane City, Thane, or his authorized representative/assignee/appointee, as per the specific provisions of the Maharashtra Cooperative Societies Act, 1960. This meeting will require the mandatory presence of 2/3rd members of the society.

The developer so finalised will enter into Registered Redevelopment Agreement (RDA) with the society and further upon receiving approvals from the planning authority will enter into Permanent Alternative Accommodation Agreement (PAAA) with individual members. Thereafter the members are required to vacate and handover the peaceful vacant posses of the units to the developer subject to meeting the milestones of payment from developer in terms of Licence Fee, brokerages, hardship allowances, shifting allowances and/or all other payments mentioned therein.

The registration and stamp duty for the RDA will be paid by the developer and no liability for the carpet area and incentive carpet area will be on the society or its members. However the rule is that for this purpose all members of the society have to participate in the signing of the RDA. All members who are part



of the RDA will not have to pay further Stamp Duty at the time of registering their PAAA. The RDA document will be kept open before the Registrar for signatures for few days as it cannot be expected that 158 members gather on a single day. However if any member fails to comply with this then his/her stamp duty payment will be his responsibility and not of the society or developer. This condition is incorporated in the tender.

The General Body of the society discussed, finalized & unanimously approved the Tender Document for redevelopment of society by passing the following resolutions w.r.t **Agenda No.1**

Resolution No.A

It is resolved to create a website of the society and upload all important documents and notices regarding the redevelopment process.

Proposed by: Mrs Nandita Ganguly

Seconded by: Mr K R Sawant

Passed Unanimously

The Architect explained that the carpet area of individual flat as mentioned in the feasibility report was derived by carrying out physical survey of 14 flats in the society. The flats of all types viz Flat No 1, 2, 3 & 4 of typical area and 4 flats with attached terraces (which covers all types) were part of the physical survey. Few members conducted survey of their flats by appointing an Architect/Surveyor on their own and a minor inconsistency in area was informed by the members. Member Mr Mohan Chandavarkar requested to know whether it would be advisable to take measurement of all flats in case of differences in area. Member Mr Vinod Shetty stated that it would not be required since all flats are of typical areas. The Secretary explained that there are about 10 types of flats with typical areas. It was explained that the carpet area will be established after re-verification and the members will be informed and only thereafter the same will form part of the tender. Members were in unanimous consent for the same.

Resolution No.B

It is resolved that the statement of carpet area of flats upon verification/rechecking will form part of the tender document and the same will be informed to members before incorporating in the tender document.

Proposed by: Mr Sharma Sashikant

Seconded by: Mr Hiwale Sandesh



Passed Unanimously

Resolution No.C

It is resolved to approve & incorporate the condition in tender that the cost of tender document i.e a non refundable & non transferable amount of Rs 1,00,000/- (One Lakh only) to be paid by the interested developer at the time of collection of the set of Tender Document in favour of the PMC One Arch Studio Consultants Pvt Ltd.

Proposed by: Mrs Anjali Pisal

Seconded by: Mr Mukesh Jhalani

Passed Unanimously

The Secretary explained that an Earnest Money Deposit (EMD) of Rs 25,00,000/- is proposed in the tender document and the bidders will have to enclose a DD/Pay Order/Bankers Cheque drawn in favour of the society for the said amount along with their filled tender. Member Mr Vinod Shetty questioned whether the EMD of Rs 25,00,000/- was apt for schemes of this proportion and would this attract non genuine developers also. It was explained that the EMD was initially proposed as Rs 1 Crore, but the members had difference of opinion while concluding that there are chances that the society may lose out on potential developers just due to the high EMD cost. After due deliberations the MC & RWC in its meeting had decided that an amount of Rs 25,00,000/- (Twenty five Lakhs Only) would be the initial EMD at the time of submitting tender, thereafter the successful bidder would have to deposit another Rs 25,00,000/- (Twenty five Lakhs Only) which together will be converted as Security Deposit of the project.

Resolution No.D

It is resolved to approve & incorporate the condition in tender that the Earnest Money Deposit (EMD) of Rs 25,00,000/- (Rupees Twenty Five Lakh Only) in form of DD/Pay Order payable in Thane drawn in favor of Drug Employees Chs Ltd, Thane

It is further resolved to approve & incorporate the condition in tender that the said EMD of the successful bidder will be converted to part Security Deposit (SD) and additional security Deposit of Rs 25,00,000/- shall be paid on or before signing of Redevelopment Development Agreement.

Proposed by: Mr Sunil Pradhan

Seconded by: Mr Santosh Shetty

Passed Unanimously



Further the administrative procedure which form part of the tender document for which the unanimous approval of the General Body is required was discussed.

Resolution No.E

It is resolved to approve & incorporate the condition in tender that pursuant to acceptance of sealed tender from developers the same will be opened in the presence of the Managing Committee & Redevelopment Working Committee, interested members of the society, PMC and one representative of the bidder and the same will be as per the procedures as explained hereinabove & more particularly included in the tender document and the further Selection of developer will happen in SGB Meeting with 2/3rd Majority in the presence of DDR, Thane City Thane.

Proposed by: Mr Mohan Chandavarkar

Seconded by: Mrs Pushpa Dhume

Passed Unanimously

It was explained that the selection of developer will be as per the criteria and scores shown in table below and the same will form part of the technical bid

Sr.	Criteria/Head	Max. Marks
1	Gross Built-up Area of completed works/projects in last	15
2	Area of Single Redevelopment Project	15
3	Number of Members in a Society of successfully completed Redevelopment projects	15
4	Number of successfully completed Redevelopment projects	10
5	Experience in the field of Real Estate Development	10



6	Average Turnover in last 03 Financial years	10
7	Solvency Value issued by Banker	05
8	Project Management Infrastructure and Delivery Capability.	10
4	Social and Environmental values in the executed projects.	05
5	Any Special Recognitions / Awards from Govt./Pvt. Bodies	05
	[(4) & (5) above, shall be evaluated on the basis of submissions made by the Bidder vis-à-vis GREEN Building Accreditations, Social Housing, special recognitions etc. in PROFORMA "K" submitted by the bidders]	
	Total	100

The minimum score for being eligible for being shortlisted shall be 60. However, the Society reserves the right to raise or lower this minimum requirement, as per the responses received from the Bidders/Developers. This will form part of the document and Technical Bid. The final Techno-Comparative Analysis Chart shall be submitted to the Managing Committee (MC) and to all the Society Members for due comprehension. The Society, with due guidance from the PMC, shall undertake the Commercial Evaluation after the Technical Evaluation.

Resolution No.F

It is resolved to approve & incorporate the condition in tender that the scrutiny & evaluation of bids will be as per the score chart based upon the criteria and respective weightage allocated to the criteria/head explained.

Proposed by: Mr Santosh Shetty

Seconded by: Mr K R Sawant

Passed Unanimously



Further, special instructions for the developers which forms part of the tender document were discussed in length and certain conditions which needs the approval of the General Body of the society before incorporation in the tender are:

- i. The outstanding NA Tax to be paid to the Hon"ble Collector, Thane will be paid by the developer and adjusted to the hardship allowance payable to the members.
- ii. The Maternity Home occupying 3 residential units and approved as commercial in the approved plans & OC of the society shall be rehabilitated necessarily on the ground floor on the same plot (i.e on the plot where it now exists) and the free incentive area offered shall be same as that offered to the other residential units of the society with all other statutory/special requirements put forth by and mutually agreed by the member owning the maternity home.
- iii. 06 (six) Residential Units have exclusive terraces attached to each of them. The Carpet areas specified in this document include the Carpet areas of such attached terraces separately. The Developer shall expressly agree to the fact that they shall have to give Terraces in lieu of these attached Terraces. Also, the Developer shall separately shell out extra Carpet Area in lieu of these attached terraces, over and above the Additional Carpet Area, same as the percentage committed to every member in this offer. Alternatively, any or all the owners of such terrace-flats may negotiate separately, individually and/or severally, with the Developer for any other workable options in lieu of such attached terraces. However, in any such case, these negotiations shall happen after the Developer is finalized and the Society shall be strictly kept in the loop for such deliberations.
- iv. Time is essence of the project. The Developer shall have to complete the Construction on both the plots within 36 months after actual commencement of Construction on the plots. Also, in general, the Developer shall abide with the TENTATIVE TIME CHART submitted in the COMMERCIAL BID and the DETAILED BAR CHARTS which will have to be submitted before starting the Construction. And if the appointed Developer does not perform as per the timelines of each milestone, then in such case the society



shall be at liberty to levy damages as specified herein-after or in the Development Agreement.

- v. In case of non-cooperative member/s, the Developer shall support the Society in vacating such members, who are not vacating their premises, by following due procedures under law. All the expenses towards such legal recourse shall be borne and done by the Developer on behalf of the society. This the Society may or may not recover these expenses from the respective members, but the Developer shall adjust the same at the time of making payments to the Society towards the hardship allowance payable to the respective member. Also, it shall be the responsibility of the Developer to ensure timely vacation of both the plots in entirety, and under no circumstances, such non-cooperation shall have any effect on the mutually agreed timelines of this Redevelopment Project.
- vi. Write up of all Litigations pending before the Hon'ble High Court of Bomaby or any other Hon'ble Courts will form part of the tender.
- vii. The 02 plots belonging to the Society are Final Plots handed over by the TMC as a part of TPS II. However, looking at the various precedents, discrepancies vis-à-vis CTS boundaries of these 02 plots w.r.t the respective Final Plot boundaries, if any, shall be sorted out by the Developer with the concerned authorities.
- viii. Although this Tender does not require Bank Guarantee, the successful Developer shall, after obtaining complete C.C. for the project, pledge Residential Units, other than those to be given to the existing members of the Society, and value of which, is not less than the total construction cost of the project, to the Society, as **ADDITIONAL SECURITY**. These units shall be released to the Developer for free sale strictly as per the work progress and stages as mutually agreed upon and inserted in the Redevelopment Agreement to be executed between the Society and the Developer. The calculation of actual BUA to be pledged to the Society shall depend on the details vis-à-vis Sale Rate and Total Construction Cost committed in the **COMMERCIAL BID** and agreed upon by the Society.



All the above special conditions were placed before the General Body and discussed in length and resolution was passed

Resolution No.G

It is resolved to approve & incorporate in the tender all conditions mentioned in the Special Instructions as discusses herein along with the important conditions as narrated above.

Proposed by: Mr Sameer Amonkar
Seconded by: Mr Samarth Narahari
Passed Unanimously

As discussed and resolved earlier the statement of carpet area of flats upon verification/rechecking will form part of the tender document and the same will be informed to members before incorporating in the tender document. The incentive offered by the developer will be on this area as agreed unanimously.

Resolution No.H

It is resolved to approve & incorporate the condition in tender that the offer by interested developers will be in terms of PERCENTAGE over and above the Carpet areas of the existing members of the Society and this OFFER shall be based on CARPET AREA concluded upon re-verification as stated above however the same which will be within the external walls of an approved individual Residential Unit. The said CARPET AREA shall include area under internal walls, internal columns, and area under balconies and the said CARPET AREA shall not include area under door jambs of doors in the external walls, area under flower beds and ducts and the Carpet area, thus offered by the interested developer, shall strictly mean measurable finished wall to wall carpet area available for the exclusive use of Flats/Units owner, exclusive of area covered under wall thicknesses of 150 mm finished internal & external walls but inclusive of area covered by RCC column projections beyond prescribed wall thicknesses, doorjambs, and ledge wall built for plumbing or electrical purposes and this new Carpet Area definition will vary from RERA Carpet Area definition and the carpet areas listed in the tender document shall be considered final and shall not be disputed and remain accepted by bidders while filling the Tender and the area thus offered will be of a minimum benchmark 50% and above and any bids received below this mark will be rejected outright.



Further it is resolved to mention condition in tender document that a 3% increase or decrease in carpet area due to planning constrains as per RERA will be permissible however compensatory rate for decrease or increase in area will be mentioned/offered by the developer and the same will form part of the Commercial Bid.

Proposed by: Mr Surve Subhash
Seconded by: Mr Mohan Chandavarkar
Passed Unanimously

The Secretary further explained regarding the hardship compensation i.e a monetary consideration proposed in the tender. An amount of Rs 10000 (Rupees Ten Thousand) per sqmtr was initially considered during the calculation of feasibility by PMC however pursuant to due deliberations with the MC/RWC the same is increased to Rs 11000 (Rupees Eleven Thousand Only) per sqmt of the Existing Carpet Area of each member.

Resolution No.I

It is resolved to approve & incorporate the condition in tender that the hardship compensation offered to the existing members, which will be a monetary consideration, which in turn will be on PRO RATA basis, (minimum □11000 per sq.mt. of Existing Carpet Area of each member) and the instalments thereof and the mode and schedule of payment of this component shall be 50% at the time of displacement & balance 50% at time of possession of permanent accommodation as specified by the Society, and as committed by the Developer which will form part of the COMMERCIAL BID and the same will be accepted by the developer.

Proposed by: Mr Vinod Shetty
Seconded by: Mr K Kuriakose
Passed Unanimously

Further in regards to the Displacement Compensation i.e. the License Fee that the interested Developer will pay to the existing members of the Society to enable them to procure temporary accommodation elsewhere during the period of construction and the instalments thereof will be Rs60 per sqft of the Existing carpet area of each flat and the License Fee for 2nd, 3rd and 4th year shall be paid with a minimum increase of 10% on that of each respective previous year. This was unanimously approved by the General Body of the society. The total duration for the construction of new



buildings and completion of the Redevelopment Project will be considered as 36 months from actual Commencement and will form part of tender document. A Grace period of 6 months will be further given to the Developer *Ab Initio*. The Developer will be required to pay compensation equivalent to 12 months as one instalment at the time of members being called upon to vacate existing premises for the purpose of redevelopment after obtaining Commencement Certificate for the works. Further, for balance 12 months + 12 months (And 6 months of GRACE period, as mutually agreed) in form of Post Dated Cheques all will be handed over to the Society at the time of members vacating the premises. The License Fee for 2nd, 3rd and 4th year shall be paid with a minimum increase of 10% on that of each respective previous year. The liability for payment of this compensation will continue for any delay including delays in case of Force Majeure (as per RERA) conditions till such time the Developer procures Full Occupation Certificate (OC) from the Planning Authority, with respect to new buildings and 30 days' notice period thereof. The License Fees for such delayed period is proposed to be paid with a minimum increase of 20% on the License Fees of last tenure before such delay. Such delay period shall not exceed 12 months. If such delay period exceeds 12 months, the Society will have the right to terminate the Redevelopment Agreement. The above narrated conditions will form part of the tender document.

Resolution No.J

It is resolved to approve & incorporate the condition in tender along with all narrated above that the Displacement Compensation i.e. the License Fee that the interested Developer will pay to the existing members of the Society to enable them to procure temporary accommodation elsewhere during the period of construction and the instalments thereof will be Rs60 per sqft of the existing carpet area of each flat and the License Fee for 2nd, 3rd and 4th year shall be paid with a minimum increase of 10% on that of each respective previous year and for the delay periods as stated above.

Proposed by: Mrs Nandita Ganguly

Seconded by: Mr Desure Mahadeo

Passed Unanimously

Further the secretary explained that one month rent is proposed towards Shifting & Re-shifting Charges before vacating the premises. This Shifting &



Re-shifting Charges clause would be part of tender and the same should be accepted by the interested developer.

Resolution No.K

It is resolved to approve & incorporate the condition in tender that one time monetary compensation towards Shifting & Re-Shifting which would be equal to one month rent, will form part of the Commercial Bid and the same should be accepted by the interested developer.

Proposed by: Mrs Pushpa Dhume

Seconded by: Mr Sunil Pradhan

Passed Unanimously

Further the one-time compensation amount that Developer is willing to offer to each member towards brokerage charges for procuring alternate accommodation was discussed. Member Mr Vinod Shetty requested to know whether the deposit amount for procuring alternate accommodation is mentioned. Architect Sameer Shinde explained that the same has not been considered in the feasibility report for reason that the developer is required to provide 12 months rent in advance and in that scenario it would not be justified to demand the amount towards deposit, however the same can be negotiated at case to case basis. Members were in agreement with this and the General Body resolved accordingly.

Resolution No.L

It is resolved to approve & incorporate the condition in tender that Brokerage Charges which would be equal to one month rent, will form part of the Commercial Bid and the same should be accepted by the interested developer.

Proposed by: Mr Joy Thomas

Seconded by: Mr Bhushan Jadhav

Passed Unanimously

The Architect explained details of 4-wheeler and 2-wheeler covered parking spaces that will be made available to the existing members. These shall be in line with the prevalent regulations i.e as per flat areas and their proportionate parking numbers as per the provisions of UDCPR. However it is proposed that the developer will provide Minimum 1 (One) Covered Parking for Four Wheeler and 2 (Two) Covered Parking for two wheelers free of cost.



Resolution No.M

It is resolved to approve & incorporate the condition in tender that minimum Covered Parking for 1 (one) Four wheeler and 2 (two) Two wheeler parking will be provided free of cost by the developer and the condition will form part of the Commercial Bid which should be accepted by the interested developer.

Proposed by: Mr Ramesh Jadhav

Seconded by: Mr Sanjeev Vig

Passed Unanimously

Further Mr Samarth Narhari requested to know that before floating the tenders is it required to decide whether Commercial buildings should be allowed. Architect Sameer Shinde explained that during the meetings with the MC/RWC an in-principal approval has been obtained to allow commercial however the same will be to the extent of 7.5% of the entire potential. This percentage was drawn post tentative planning carried out by considering the road width abutting the plot and the market scenario w.r.t the available inventory and sale of commercial properties in the locality and city.

Resolution No.N

It is resolved to approve & incorporate the condition in tender that the society will allow the provision of Commercial Area to an extent of 7.5% of the total potential of the entire project.

Proposed by: Mr Anand Mendonca

Seconded by: Mr Vinod Shetty

Passed Unanimously

Architect Sameer Shinde explained that the Green Building provision has been in around since years but in the current UDCPR the state has extended certain incentives for that. We have put a condition that the buildings should necessarily have to qualify for minimum Gold rating as per the norms. Builders may avail the benefit or no but it will definitely benefit the society by ways of physical savings like light bill, water bill and any tax rebates to be provided by the Authorities in the future. Also it was explained that builders these days use the accreditation as the USP to market their project also.

Resolution No.O

It is resolved to approve & incorporate the condition in tender that the Developer shall design and execute this Redevelopment Project as a GREEN BUILDING project, as per the relevant provisions in the UDCPR 2020, the



Developer may or may not avail the FSI benefits of this provision, but a minimum of GOLD rating shall be achieved for the entire project, as per the provisions of GREEN BUILDING in the existing UDCPR 2020 and this condition will be accepted by the interested developer.

Proposed by: Mrs Snehalkuvar Rathod

Seconded by: Mrs V Patil

Passed Unanimously

It was discussed that although the Tender does not require Bank Guarantee, the successful Developer shall, after obtaining C.C. for the project, pledge Residential Units, other than those to be given to the existing members of the Society, and value of which, is not less than the total construction cost of the project, to the Society, as ADDITIONAL SECURITY. These units shall be released to the Developer for free sale strictly as per the work progress and stages as mutually agreed upon and inserted in the Redevelopment Agreement and/or lien contract to be executed between the Society and the Developer. The calculation of actual BUA to be pledged to the Society shall depend on the details vis-à-vis Sale Rate and Total Construction Cost committed in the COMMERCIAL BID and agreed upon by the Society.

Resolution No.P

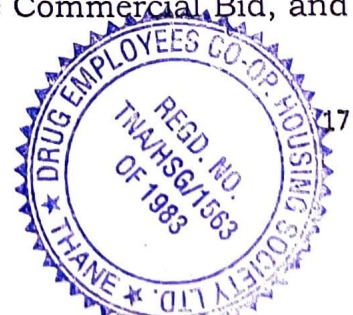
It is resolved to approve & incorporate the condition in tender that although the Tender does not require Bank Guarantee, the successful Developer shall, after obtaining C.C. for the project, pledge Residential Units, other than those to be given to the existing members of the Society, and value of which, is not less than the total construction cost of the project, to the Society, as ADDITIONAL SECURITY. These units shall be released to the Developer for free sale strictly as per the work progress and stages as mutually agreed upon and inserted in the Redevelopment Agreement and/or lien contract to be executed between the Society and the Developer.

Proposed by: Mr Sunil Pradhan

Seconded by: Mrs Rupali Bhalerao

Passed Unanimously

The Secretary explained that in case of delay in implementing the project as per the time lines provided, a condition is proposed that the developer shall be liable to pay ₹5,00,000/- per week of delayed period as Liquidated Damages. This has been incorporated as a part of the Commercial Bid, and the Developer shall accept this unconditionally.



Resolution No.Q

It is resolved to approve & incorporate the condition in tender that Liquidity Damages for delay will be Rs 5,00,000/- per week of delayed period and the same will form part of Commercial bid and the same should be accepted by the interested developer

Proposed by: Mr Sandesh Hiwale

Seconded by: Mr R K Gawade

Passed Unanimously

Architect Sameer Shinde explained that Sixty (60) months from the date of issue of OC (Occupancy Certificate) by TMC to the society, will be deemed as the defect liability period. In such case, any defects in the work done due to inferior materials and/or poor workmanship develop in the work before the expiry of this period, developer on notification by the Society shall rectify the defects at their own cost. Society may, in lieu of such amending and making good by the developer, deducting from any money due to the developer from the security deposit a sum to be determined by the PROJECT MANAGEMENT CONSULTANT equivalent to the cost of amending such work.

Resolution No.R

It is resolved to approve & incorporate the condition in tender that the Defect liability Period will be 60 Months i.e 5 years and area pledge admeasuring 2500sqft and EMD & any other Additional SD will be withheld during this period.

Proposed by: Mrs Devyani Mohite

Seconded by: Mr Samarth Narhari

Passed Unanimously

Architect Sameer Shinde explained that the Liaison part for the project is proposed to be kept with the PMC as decided during the meeting with the MC/RWC. This was done with an intention that, though the designing of the project will be done by the Architect of the developer however the society should be at the forefront during the approval stages to maintain utmost transparency. Moreover the society expects developers not only from thane but also from Mumbai and other suburbs to show interest in the project and bid for the same. These developers and their Architects might not be well versed with the procedures of the TMC, this pre-requisite condition was inserted only with an aim to help expedite the proposal for such developers. Member Mr Vinod



Shetty opined that the developer might hold this pre requisite condition as a tool and attribute the delay upon the PMC and thereby passing the responsibility over to the society for the delay if any. Architect Sameer Shinde advised that then the condition could be altered that if the developer requires/wishes delegating the Liaison works to the PMC the same can be done upon their request.

Resolution No.S

It is resolved to approve & incorporate the condition in tender that the selected developer may appoint the PMC One Arch Consultants Pvt Ltd as their Liaison Architect for this redevelopment project, if they require to do so with intimation to the society.

Proposed by: Mr Vinod Shetty
Seconded by: Mr Santosh Kabadi
Passed Unanimously

The Developer shall be required to provide following additional special amenities:

- A) Mandatory Special Amenities as per UDCPR, 2020:
 - (i) A fully furnished Air-conditioned Society Office of adequate optimum size.
 - (ii) Drivers' room with attached toilets.
 - (iii) Common Sanitary blocks/toilets for Domestic Helps.
 - (iv) Crèche / nursery / Fitness Center of adequate optimum size.
 - (v) High-speed Automatic Elevators.
 - (vi) Grey Water Recycling System.
- B) Aspired amenities insisted upon by the Society:
 - (i) Multi-purpose open recreation ground on both plots (Play Area for children of minimum 2 different age groups, and/or Turf and/or any other form as decided amicably by the Developer and the Society.
 - (ii) A common Swimming Pool, located and sized as per planning parameters.
 - (iii) Walking/running/cycling/skating track within the plots, as per planning parameters.
 - (iv) Wi-fi Connectivity to all the members.
 - (v) Electric Vehicle Charging facility within the PARKING FACILITY, with suitable system for monitoring and metering the consumption of electricity there of.



- (vi) State-of-the-art Security System for both the plots as well as for individual members.
- (vii) Solar Panels covering fully all the building-top terraces, with provisions for hot-water supply and Photo-Voltaic System (PVS). The electricity generated through the PVS shall be supplied to all the common facilities first, including water pumps, lifts, fixtures/ fittings in common areas etc.

Architect Sameer Shinde explained that the PMC has proposed a special condition in tender insisting developer to construct a bridge/passage/ROB on the podium level or at appropriate level connecting both the plot i.e Plot No.5 & 6 subject to approvals from the planning department of TMC. There is a provision in the UDCPR for this, we will request the developer to implement this. This condition is incorporated with an aim to bring cohesiveness between the two plots naturally subdivided by public road. It will definitely ease in accessing the amenities and other facilities on both the plots without having to use the public road. This was appreciated by all members and agreed to incorporate the condition as proposed by PMC.

Resolution No.T

It is resolved to incorporate the condition in tender to construct a bridge/passage/ROB on the podium level or at appropriate level connecting both the plots i.e Plot No.5 & 6 of the scheme subject to approvals from the planning department of TMC.

Proposed by: Mr Mahendra Karania
Seconded by: Mr Randhirsinh Rathod
Passed Unanimously

Further Mr Randirsinh Rathod requested to know whether GST/Registration/Stamp Duty would be applicable to the incentive area being provided by the developer appointed. The Secretary explained that GST/Registration/Stamp Duty on the incentive area offered will be payable by the developer however the GST/Stamp Duty/Registration on the additional area purchased on the rates offered by the developer will be payable by the member



Resolution No.U

It is resolved to approve & incorporate the condition in tender for clauses of GST/Stamp Duty/Registration respectively that the same, on the incentive area offered will be payable by the developer however the GST/Stamp Duty/Registration on the additional area purchased if any on the discounted rates offered by the developer will be payable by the member as the case may be.

Proposed by: Mrs Rupali Bhalerao
Seconded by: Mr Santosh Shetty
Passed Unanimously

Further as discussed the increase or decrease in Carpet Area of 3% is allowable as per RERA due to planning constrains/ meager variation in construction is permissible and will be allowed, however any deviation or variation in carpet area beyond the permissible limits other than due to planning constrains/ meager variation in construction will attract compensation in terms of monetary compensation for decreased area and discounted rates for purchase of additional area which will form part of the offer and incorporated in the Commercial Bid.

Resolution No.V

It is resolved to approve & incorporate the condition in tender the increase or decrease in Carpet Area of 3% as per RERA due to planning constrains/ meager variation in construction is permissible and will be allowed, however any deviation or variation in carpet area beyond the permissible limits other than due to planning constrains/ meager variation in construction will attract compensation in terms of monetary compensation for decreased area and discounted rates for purchase of additional area which will be quoted by the interested developer as part of the Commercial Bid.

Proposed by: Mr Vivek Shinde
Seconded by: Mr Mahendra Karania
Passed Unanimously

Resolution No.W

It is resolved to approve the draft tender as a whole in entirety as discussed in the SGB which includes the Tender Document, Technical Bid Document and Commercial Bid Document.

Proposed by: Mr L M Paul
Seconded by: Mr Gopal Kurpe
Passed Unanimously



Agenda No.2

To authorise the Managing Committee to publish the approved tender document vide public notice.

Resolution No.A

It is resolved to authorize the Managing Committee to float the tender document by publishing the ad in two prominent/leading newspapers, one in English and one in Regional Language preferably Marathi.

Proposed by: Mrs Pushpa Dhume

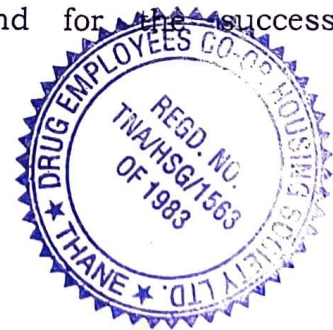
Seconded by: Mr Sameer Amonkar

Passed Unanimously

The Secretary explained that the final draft of the tender document will be kept in the society office for reading before being published and the same will be informed to members.

Member Mr Santosh Shetty requested to know how the PMC will be verifying the eligibility of the interested developers. Verification of documents submitted by the interested developers will be the responsibility of PMC for which 30 days time period is requested by the PMC. If the developer fails to qualify the parameters as mentioned in the tender then their bid would be rejected upfront. Further Architect Sameer Shinde said that any false claims/misrepresentation which may be found/realized at any time during the course of the project the contract/agreement with the developer will be scraped and the recovery procedure will be adopted as per the conditions laid down in the tender document.

The Secretary further brought back the attention of the General Body to the letters addressed to the society by Mr A N Mahtre & Ors wherein they have informed the society that they are not interested in engaging in any proceedings that are in clear violation of the law and they do not wish to be part of meeting which are not being carried out as per the directives of the Government. The Secretary stated that all directives issued by Government especially directives dtd 4th July 2019 w.r.t redevelopment procedures to be followed are being adhered to. All approvals are being obtained by placing the facts before the General Body of the society in its meetings and maintain complete transparency. In spite of this there are baseless allegations, without any substantial evidences, which is unacceptable. In any case, the Secretary explained that for maintaining transparency and for the successful



implementation of the scheme the MC has decided to adhere to all the guidelines/ directives issued from time to time by the Authorities. The Secretary further requested to know how many members feel that the redevelopment proposal should not progress on the basis of the submissions/allegations made by Mr A N Mhatre & Ors. Not one member of the entire General Body raised their hands, whereas the entire General Body raised their hands in consent for proceeding with the redevelopment project as proposed.

Tea & Snacks were served during the meeting.

The meeting ended with the Chairman and Secretary thanking all members present for the Special General Body Meeting.

On the 11th day of December 2022.

For Drug Employees Co-op. Hsg. Society Ltd., Thane
 (Chairman)  (Hon. Secretary)  (Treasurer)

